THE HON'BLE SRI. JUSTICE GODA RAGHURAM

W.P.No. 6587 of 2006

04-04-2006

Between:-

Hanuman Labour Contract Sahakara Sangam Ltd., Hanuman Road, Madariwada, Karimnagar rep., by its President Golla Komaraiah.

Petitioner

And

Transmission Corporation of Andhra Pradesh Limited, Somajiguda, Hyderabad, rep., by its Chairman & Managing Director and two others.

Respondents

THE HON'BLE SRI JUSTICE GODA RAGHURAM
W.P.No. 6587 of 2006

Oral order:

The petitioner is aggrieved by the 2nd respondent's policy decision contained in its proceedings bearing reference No. N.O.O. (CGM P&O Ms.No. 301) (Purchase & Operation Wing) dated 25-02-2006. It seeks a declaration that these proceedings are void insofar as the Pole Centre, Karimnagar, which was earlier a territory identified for providing reservation for allotment to Scheduled Castes and Scheduled Tribe Co-operative Societies (for short SC/ST Co-operative Societies') has now been excluded for consideration for such allotment, while identifying Mancherial in Adilabad district for awarding of works to the SC/ST Co-operative Societies.

The petitioner is a Labour Contract Co-operative Society registered as such in Karimnagar district. It is a Labour Contract Society comprising predominantly of persons belonging to Scheduled Castes and other Backward classes. It is engaged in the business of manufacturing Pre-Stressed Cement Concrete Poles (for short 'PSCC Poles').

In B.P.Ms.No. 958 dated 11-10-1988, the erstwhile Andhra Pradesh State Electricity Board (for short the 'APSEB') took a policy decision to grant certain concessions while awarding its works to Co-operative Societies consisting of members of Scheduled Caste and Scheduled Tribe individuals, members belonging to weaker sections, labour contract co-operative societies formed of Wadders and Scheduled Castes and Scheduled Tribes. Under the aforesaid Board proceedings, 15% of PSCC Poles were to be awarded to such Co-operative societies on nomination basis at 5% less than the estimated rates and the contracts were to be renewed year to year subject to satisfactory performance of the works by the societies awarded the works earlier. Pursuant to the above policy, the petitioner, operating from Karimnagar district was regularly awarded the contract of manufacturing of PSCC poles under several

and successive lump sum agreements.

While so, as is apparent from the impugned order of the 2nd respondent dated 25-02-2006, one M/s. Srujana Scheduled Caste Labour Contract Co-operative Society Ltd., Utnoor, Adilabad district, by a representation dated 19-01-2006 requested the 2nd respondent to select either Nirmal or Mancherial in Adilabad circle for allotment of Poles manufacturing work on nomination basis in favour of the Scheduled Caste Co-operative Societies of that district in lieu of Karimnagar or Durshed Poles centers. It also appears to have requested to select pole centers, on rotational basis, instead of a perennial geo-specific location, for award of works on nomination basis. Responding to this representation, by the order impugned, the 2nd respondent *inter alia* reserved the work of poles manufacturing for allotment to SC/ST Co-operative Societies for a period of two years from the date of award of work to such Societies at Mancherial in Adilabad district in lieu of the Karimnagar Pole Centre. To this extent the special dispensation of awarding of works on nomination basis and at concessional rates to the SC/ST Co-operative Societies have been relocated from Karimnagar district to Mancherial in Adilabad district. The petitioner is thus aggrieved. According to the petitioner, for the past

several years it has been the beneficiary of the special dispensation, from Karimnagar district.

Learned counsel for the petitioner Sri Raghuveera Reddy submits that the petitioner's legitimate expectation of continuance of the benefits, having regard to the long standing benefits granted to the petitioner-society have been avoided by the 2nd respondent-Corporation and arbitrarily and on the basis of a representation made by a labour contract co-operative society of Adilabad district.

Neither on principle or authority, has the petitioner a *sui generis* legal right for grant of the works of the 2nd respondent on a nomination basis and at a subsidized rate. The petitioner's entitlement, if any or expectation of an entitlement, flows from the earlier policy engendered by the erstwhile APSEB *qua* B.P.Ms.No.958 dated 11-10-1998. The essence of the policy in this behalf has not been given up. Earlier, the policy of awarding works or a percentage of works to SC/ST Co-operative Societies was implemented on a regular geo-specific basis i.e., certain locations were identified for award of works on such nomination basis and the same areas were continued year after year. M/s. Srujana SC Labour Co-operative Society Ltd., Utnoor, Adilabad district apparently felt the pinch of this policy of the 2nd respondent (a successor to

the erstwhile APSEB).

Since *inter alia* Karimnagar was consistently identified for allotment of works on a nomination basis to SC/ST Co-operative Societies, similar co-operative societies of Adilabad district were deprived and M/s. Srujana SC Labour Contract Co-operative Society Ltd., Utnoor was one of the victims of such selective application of reservation policy by the 2nd respondent. Since it suffered, it represented. The representation of M/s. Srujana SC Labour Contract Co-operative Societies Ltd., Utnoor commended acceptance by the 2nd respondent and it altered its inflexible earlier policy to a more rational policy of rotating the locus/territory for award of its contracts to SC/ST Co-operative Societies among the various regions of the State.

This is pure and simple, an alteration of policy by the 2nd respondent, an area in which judicial scrutiny on an appellate level is normally prohibited. It is not the province of this court to generate its own policy in competition with the policy of the 2nd respondent. The policy choice of the 2nd respondent, as articulated in the impugned order, is susceptible to judicial intervention and interdiction only if it is arbitrary, unconstitutional or perverse.

On the analysis above, this court discerns no such infirmity in the impugned policy of the 2nd respondent which results in its fatality. There are no merits. The writ petition is accordingly dismissed at the stage of admission. No costs.

GODA RAGHURAM, J

Dated:04-04-2006
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